GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	TO LEASE NO. GS-11B-01785
501 3 rd Street, NW Washington, DC 20001-2760	

THIS AMENDMENT is made and entered into between Communications Workers of America

whose address is:

c/o Union Management Service, Inc.

501 3rd Street, NW

Washington, DC 20001-2797

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, upon execution by the Government, as follows:

- This lease amendment is issued to reflect a five (5) year extension of this lease for 69,908 BOMA Rentable Square Feet (BRSF), yielding 60,081 BOMA Office Usable Square Feet (BOUSF) of office and related space, consisting of 8,000 BRSF (6,666 BOUSF) on the 2nd Floor, 20,636 BRSF (17,805 BOUSF) on the 3rd Floor, 20,636 BRSF (17,805 BOUSF) on the 4th Floor and 20,636 BRSF (17,805 BOUSF) on the 5th Floor. The extension term shall commence on June 2, 2014 and shall expire on June 1, 2019.
- 2. Effective June 2, 2014, the annual rent shall be \$3,425,492.00 (\$49.00 per BRSF), payable at a rate of \$285,457.67 per month in arrears. The Lessor shall not provide any tenant improvement allowance during the extension period. The Lessor shall also not provide cyclical painting and cyclical carpeting during the extension period.
- 3. The Government shall have the right to terminate this lease as of December 31, 2017 or at any time after by providing written notice to the Lessor twelve (12) months prior to the date of termination. If the Government exercises such termination right, then the effective date of the termination of the Lease shall be the date twelve (12) months following the date of the Government's written notice to the Lessor. Should the Government exercise these termination rights, the

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: Name: Title: l'Assistant to Sec **Entity Name:**

Joel 7. Berelson Name: Title: ease Contracting Officer

GSA, PBS,NCR, Lease Executions Division

Date:

Signature:

WITNESSED FOR THE LESSOR BY:

Signature: Name:

Title: Date:

Date:

MANAGE

Government shall permit the Lessor access to the space for marketing purposes provided that the Lessor gives written notice 48 hours in advance.

- 4. The annual rent shall continue to include daytime cleaning services at an annual cost of \$39,052.64. This cost shall not be subject to annual escalations.
- 6. Effective June 2, 2014, the Government's percentage of occupancy for the purposes of real estate and BID tax adjustments, pursuant to Paragraph 3.2 of the SFO, shall remain unchanged at 32.57% (69,908 BRSF/214,660 BRSF). The base year for real estate tax and BID adjustments shall be re-established as the time period from June 1, 2014 to May 31, 2015. The re-imbursement of real estate and BID taxes shall continue through the extension term pursuant to Paragraph 3.2 (E) of the SFO.
- 7. The Government accepts and shall continue to occupy the Premises in its current, as-is condition, and Lessor shall have no obligation whatsoever to make any structural or other improvements in or to any part of the Premises or the building in connection with this Lease Amendment or the extension period (except that the same shall not relieve Lessor from future alterations, repairs, maintenance, replacements or other obligations specifically identified as Lessor's obligations in the Lease, which shall continue to be performed in accordance with the standards set forth in the Lease). There shall be no tenant improvement or other allowances being provided in connection with this Lease Amendment or the extension period:

This document will not constitute a payment until the date of execution by the Government. As a result, even though payments will be made retroactively, no rental payments are due under this agreement until (30) days after the date of execution.

All other terms and conditions of the lease shall remain in force and effect.

INITIALS:

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